



Benjamin J. Eichel
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October 6, 2022

Via Electronic Filing

Honorable Renee Marie Bumb
United States District Court
Mitchell H. Cohen Building & U.S.
Courthouse
4th & Cooper Streets
Camden, NJ 08101

Re: GlobalGeeks, Inc. v. SZN, LLC
Case No. 1:20-cv-06838 (RMB)(AMD)

Dear Judge Bumb:

This letter is a joint request by GlobalGeeks, Inc. (“GlobalGeeks”) and SZN, LLC (“SZN”) to dismiss SZN’s Counterclaim against GlobalGeeks.

Effective July 12, 2022, SZN and GlobalGeeks executed a settlement agreement (the “Settlement Agreement”) resolving all claims between them. The result of the Settlement Agreement is that the only claims remaining in this action are those in SZN’s Third-Party Complaint against Bargain Me Online, LLC (“Bargain Me”).

On August 4, 2022, counsel for SZN notified Bargain Me’s counsel of the Settlement Agreement and asked that Bargain Me consent to a stipulation dismissing SZN’s Counterclaim against GlobalGeeks with prejudice. Ex. A, Aug. 4, 2022 email with draft stipulation. On August 11, 2022, Magistrate Judge Donio held a status conference during which Bargain Me’s counsel stated that Bargain Me did not consent to the dismissal of the Counterclaim, because Bargain Me needed to take discovery on GlobalGeeks even though discovery closed on June 30, 2022.

Following the August 11 status conference, counsel for GlobalGeeks followed up with Bargain Me’s counsel highlighting two issues: 1. Bargain Me’s claim that it needs discovery from GlobalGeeks is irrelevant to whether GlobalGeeks should remain a party in this case and 2. Bargain Me cannot take discovery on GlobalGeeks at this time, because there is no “good cause” for extending discovery. Ex. B, Emails dated August 11 and August 17, 2022. Bargain Me has not responded to counsel’s emails on these issues and has not even told GlobalGeeks’ counsel the discovery it claims to need.

On September 9, 2022, Judge Donio held a status conference during which Bargain Me’s counsel again stated that Bargain Me would not stipulate to dismissing GlobalGeeks as a party but did not give the parties or Judge Donio any reasons for its position. During that conference, Bargain Me’s counsel also conceded that it did not require any discovery from GlobalGeeks.

Judge Ann Marie Donio

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Judge Donio recommended during the conference that GlobalGeeks and/or SZN submit a letter on the issue to Your Honor.

There is no reason for GlobalGeeks to remain a party in this action where all claims brought by it and against it have been resolved. SZN and GlobalGeeks accordingly request that the Court dismiss SZN's Counterclaim against GlobalGeeks and dismiss GlobalGeeks from this action.

Respectfully submitted,

/s/ Benjamin J. Eichel

Benjamin J. Eichel

cc: S. Joshua Kahane
Michael M. Steinmetz
Neil Grossman

Exhibit A

Benjamin Eichel

From: Joshua Kahane <jkahane@Glankler.com>
Sent: Thursday, August 4, 2022 9:43 AM
To: Michael Steinmetz; Benjamin Eichel
Cc: Neil Grossman; Joshua Kahane; Aubrey B. Greer
Subject: GlobalGeeks, Inc. v. SZN, LLC, v. Bargain Me Online, LLC, No. 20-6838
Attachments: 2022-08-4 Order of Voluntary Dismissal with Prejudice of Counter-Claim 4885-9757-8285 v.1.docx

Michael:

I hope this note finds you well.

Global Geeks and SZN have reached an agreement as to the disputes between them and have consummated a settlement.

Attached, please find an order of voluntary dismissal, which pursuant to Rule 41(a), is to be signed by all parties and entered with the court.

Ben has approved the order. Please let me know if you have any questions or concerns or if I have your permission to affix your name and enter.

Thank you very much.

-Josh

S. Joshua Kahane, Member

P 901.576.1701 | **F** 901.525.2389

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

GLOBALGEEKS, INC.

Plaintiff/Counter-Defendant,

vs.

Case No. 1:20-cv-06838-RMB-AMD

SZN, LLC

Defendants/Counter-Plaintiff/
Third-Party Plaintiff

vs.

BARGAIN ME ONLINE, LLC,

Third-Party Defendant.

**JOINT STIPULATION OF VOLUNTARY DISMISSAL BY SZN, LLC
OF ITS COUNTER-COMPLAINT AGAINST GLOBALGEEKS, INC.**

Come the parties hereto, by and through respective counsel of record and pursuant to Rule 41(a) of the *Federal Rules of Civil Procedure*, and announce to this Honorable Court their agreement to the following:

1. SZN, LLC's Counter-Complaint against GlobalGeeks, Inc. shall be dismissed with prejudice.
2. The parties are in agreement that they shall bear their own respective costs incurred in this matter and that any outstanding court costs as to the Counter-Complaint shall be taxed against SZN, LLC.
3. This voluntary dismissal is not intended to affect in any way SZN, LLC's Third-Party Complaint filed in this cause against Bargain Me Online, LLC, which Third-Party Complaint shall remain and active and on which SZN, LLC intends to pursue to its claims.

Respectfully submitted,

GLANKLER BROWN, PLLC

By: /s/ S. Joshua Kahane
S. Joshua Kahane (TN# 23726) *pro hac*
Aubrey B. Greer (TN# 35613) *pro hac*
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Telephone: (901) 576-1715
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jkahane@glankler.com
agreer@glankler.com

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

By: /s/ Neil Grossman
Neil Grossman (NJ # 013641995)
144 N. Beverwyck Road, #187
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Attorneys for Defendant, SZN, LLC

BONI, ZACK & SNYDER LLC

/s/ Benjamin J. Eichel
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Attorneys for Plaintiff, GlobalGeeks, Inc.

GARSON SEGAL STEINMETZ FLADGATE, LLP

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Facsimile (347-537-4540
ms@gs2law.com

*Attorneys for Third-Party Defendant,
Bargain Me Online, LLC*

Exhibit B

Benjamin Eichel

From: Benjamin Eichel
Sent: Monday, August 29, 2022 10:04 AM
To: Michael Steinmetz
Cc: Neil Grossman; Aubrey B. Greer; Joshua Kahane
Subject: RE: GlobalGeeks, Inc. v. SZN, LLC, v. Bargain Me Online, LLC, No. 20-6838

Michael,

Can you please let us know your position on discovery and consenting to the stipulation to dismiss GlobalGeeks from the case? We have a status conference with Judge Donio next week and if there is a dispute on any of these issues, we should send her a letter providing notice of the issues.

Thank you.

Best,

-Ben

From: Benjamin Eichel
Sent: Wednesday, August 17, 2022 2:00 PM
To: Michael Steinmetz <ms@gs2law.com>
Cc: Neil Grossman <neil@bgandg.com>; Aubrey B. Greer <agreer@glankler.com>; Joshua Kahane <jkahane@glankler.com>
Subject: RE: GlobalGeeks, Inc. v. SZN, LLC, v. Bargain Me Online, LLC, No. 20-6838

Michael,

I am following up on the below and last week's status conference. In response to your statement that GlobalGeeks might need to stay in the case so that Bargain Me can take discovery on GlobalGeeks, Judge Donio instructed you to consider her recent opinions on the "good cause" standard for extending a discovery deadline. *See e.g. Faiella v. Sunbelt Rentals, Inc.*, No. 18-11383 (RMB/AMD), 2022 U.S. Dist. LEXIS 48392, at *4-5 (D.N.J. Mar. 18, 2022) (Good cause in this context is established when "the party seeking the extension" can "show that the deadlines set forth in the scheduling order 'cannot reasonably be met despite the diligence of the party seeking the extension.'").

Bargain Me simply chose not to engage in discovery during the discovery period. As a result, Bargain Me cannot satisfy that standard and there is no reason for GlobalGeeks to remain in this case.

Please let us know whether Bargain Me will consent to the filing of the stipulation to dismiss SZN's counterclaim against GlobalGeeks.

Thank you.

From: Benjamin Eichel
Sent: Thursday, August 11, 2022 11:18 AM
To: Joshua Kahane <jkahane@glankler.com>
Cc: Michael Steinmetz <ms@gs2law.com>; Neil Grossman <neil@bgandg.com>; Aubrey B. Greer <agreer@glankler.com>
Subject: Re: GlobalGeeks, Inc. v. SZN, LLC, v. Bargain Me Online, LLC, No. 20-6838

Michael, please let us know where you stand on this. Whether you stipulate to the dismissal is a distinct issue from whether you need discovery from Globalgeeks and whether there is good cause to extend discovery.

Sent from my iPhone

On Aug 9, 2022, at 12:37 PM, Joshua Kahane <jkahane@glankler.com> wrote:

Michael:
Following up on the below.
Thank you.

S. Joshua Kahane
GLANKLER BROWN PLLC
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Memphis, TN 38119
Direct: 901.576.1701
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[Jkahane@glankler.com](mailto:jkahane@glankler.com)
www.glankler.com

Please forgive typographical errors or grammatical oddities. This message is being sent (by dictation) from my iPhone.

On Aug 4, 2022, at 8:42 AM, Joshua Kahane <jkahane@glankler.com> wrote:

Michael:
I hope this note finds you well.
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Attached, please find an order of voluntary dismissal, which pursuant to Rule 41(a), is to be signed by all parties and entered with the court.
Ben has approved the order. Please let me know if you have any questions or concerns or if I have your permission to affix your name and enter.
Thank you very much.
-Josh

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